

## VILLAGE MANAGER EMPLOYMENT AGREEMENT

**THIS VILLAGE MANAGER EMPLOYMENT AGREEMENT** (hereinafter referred to as the "Agreement") is dated as of the \_\_\_\_ day of February, 2022 (hereinafter referred to as the "Effective Date") and is by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village") and Kevin J. Jackson (hereinafter referred to as the "Employee").

**WHEREAS**, the Village is an Illinois home rule municipal corporation in accordance with Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and the execution of this Agreement by the Village is an exercise of the home rule authority of the Village; and

**WHEREAS**, the Village operates under the Illinois statutory managerial form of government and pursuant to the authority set forth in Section 5-3-7 of the Illinois Municipal Code, 65 ILCS 5/5-3-7, the Village has created the office of Village Manager as a full-time position within the Village, in accordance with Chapter 2 ("Administration"), Article 4 ("Village Manager") of the Oak Park Village Code ("Village Code"); and

**WHEREAS**, the President and Board of Trustees of the Village (collectively the "Board of Trustees") desire to appoint the Employee to the office of Village Manager, and the Employee desires to be employed as the Village Manager of the Village; and

**WHEREAS**, the Village and the Employee agree that the terms and conditions as provided in this Agreement and in Chapter 2 ("Administration"), Article 4 ("Village Manager") of the Village Code are appropriate for the employment of the Employee as Village Manager.

**NOW THEREFORE**, in consideration of the agreements set forth in this Agreement, the receipt and sufficiency of which are mutually acknowledged, and pursuant to the Village's home rule powers, the Village and the Employee agree as follows:

### **Section 1. Recitals Incorporated**

- 1.1. The above recitals are incorporated herein as though fully set forth.

### **Section 2. Employment as Manager; Duties; At Will**

**2.1. Employment.** The Village hereby agrees to employ the Employee as the Village Manager of the Village, and the Employee accepts such employment and agrees to perform the functions and duties set forth in this Agreement and in the Village Code, including without limitation those general duties provided in Chapter 2 ("Administration"), Article 4 ("Village Manager") of the Village Code, and to perform such other legally permissible and proper duties and functions as the Board of Trustees may assign from time to time. The Employee shall perform all such duties and functions in a manner consistent with Chapter 2 ("Administration"), Article 25

("Conflict of Interest and Ethics") of the Village Code.

**2.2. At-Will Employment.** Subject to the notice requirement in Section 11 of this Agreement, the Employee is employed at the will of the Village, and nothing in this Agreement shall create any property right in, or any other right to the continuation of, Employee's employment with the Village. No act of any member of the Board of Trustees, any Village employee, or any legal representative or other agent of the Village shall create any such property right or any such other right unless specifically ratified in writing by the Board of Trustees.

**2.3. Other Terms of Employment.** The Board of Trustees in consultation with the Employee shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the Employee's performance as an employee; provided, however, that such terms and conditions are reasonable and not inconsistent or in conflict with the provisions of this Agreement or with applicable law.

**2.4. Employment Rules and Regulations.** Except for the benefits specifically provided herein for the Employee, all other provisions of the Village Code, and all regulations and rules of the Village relating to employment with the Village, or to other fringe benefits and working conditions as currently exist or as may hereafter be amended, shall apply to the Employee as they would to other employees of the Village.

**2.5. Term.** The Employee's term of employment shall commence on March 21, 2022 ("Commencement Date") and shall continue until terminated pursuant to Section 12 of this Agreement ("Term").

### **Section 3. Hours of Work**

**3.1. Hours of Work.** The Employee agrees and understands that except during periods of vacation or leave provided under this Agreement, the general duties of the office of Village Manager generally require that the Employee be present and available during regular business hours and also require the Employee to devote a great deal of time outside the normal office hours on business for the Village. To that end, the Village understands and agrees that the Employee is allowed to establish an appropriate, reasonable work schedule.

### **Section 4. Sole Employment as Manager**

**4.1. Sole Employment As Manager.** The Employee must work diligently, utilizing Employee's best efforts in the performance of Employee's duties. Employee must devote Employee's entire business time, attention, and energies to the performance of Employee's duties. Employee may not actively engage in any income or profit generating activities without the prior written consent of the Board of Trustees. The Employee may, however, speak, teach and write on an uncompensated basis provided that such activities do not interfere with the Employee's performance of the Employee's duties and responsibilities under this Agreement.

## **Section 5. Compensation; Benefits**

**5.1. Base Salary.** The Village will pay the Employee an annual base salary in the amount of \$222,500.00, payable in installments in accordance with the Village's normal payroll practices ("Base Salary").

**5.2. Annual Review of Salary.** The Board of Trustees agrees to review Base Salary each year based on the Employee's performance and on any general wage adjustment granted to other Village senior department heads. That review shall be undertaken in conjunction with the performance evaluation contemplated in Section 6 of this Agreement. The Board of Trustees may, but shall have no obligation to, adjust the Base Salary if the Board of Trustees, in its sole discretion, determines, pursuant to Employee's performance evaluation, that an adjustment of compensation is appropriate, but in no event shall it be reduced. The effective date of any Base Salary adjustment pursuant to Employee's performance evaluation will be the following September 1 unless the Board of Trustees determines, in its sole discretion, that the effective date should be sooner.

**5.3. Employee Benefit Programs.** The Employee is entitled to participate in employee benefit plans and programs provided by the Village that may be provided to other Village department heads in accordance with applicable Village personnel rules and policies, as amended, including life and health insurance benefit programs, as those benefits may be changed by the Board of Trustees from time to time and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision may be construed or applied to limit, the right or ability of the Board of Trustees to change or eliminate any employee benefit plan or program provided, however, that at all times Employee shall be treated consistently with all other Village Department heads.

**5.4. Vacation and Sick Days.** The Employee shall be entitled to 20 days of paid vacation days annually, which is equal to 150 hours, which shall be accrued according to the Village's standard payroll practices subject to the terms of this Section 5.4. The Employee has the ability to earn additional levels of the vacation days benefit with continued service per the Village's Personnel Manual, as amended, or any applicable personnel policies. As of the Effective Date of this Agreement, the accrual rate for sick leave is 15 days of annual sick leave accrued at the rate of one- and one-half (1 ½) days per month. On the Commencement Date, the Employee will be credited ten (10) sick days from the Employee's annual bank of 15 sick days.

**5.5. Taxes.** All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the Village as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the Village to pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this Agreement. The Employee shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements

and regulations concerning the transactions, benefits, or payments contemplated in this Agreement.

**5.6. Retirement Plan.** The Employee is entitled to participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program at the contribution rate for full-time Village employees.

**5.7. Holiday Leave.** The Employee will be provided paid holiday leave for the annual holidays recognized by the Village, one (1) birthday holiday annually and one and a half ( 1 ½) days annually of personal time to be used at the Employee's discretion pursuant to applicable Village personnel policies and procedures for scheduling leave. Unused birthday holiday or personnel time will expire at the end of the calendar year and will not roll over to subsequent years unless otherwise provided by the Village's Personnel Manual, as amended, or any applicable personnel policies.

**5.8. Administrative Leave.** The Employee shall be entitled to five (5) banked days annually, equal to 37.5 hours, of administrative leave which shall be credited to Employee on the Commencement Date. Unused administrative leave will expire at the end of the calendar year and will not roll over to subsequent years unless otherwise provided by the Village's Personnel Manual, as amended, or any applicable personnel policies.

## **Section 6. Annual Performance Evaluation**

**6.1. Annual Performance Evaluation.** Between April 1 and July 1 annually other than the initial calendar year of this Agreement, the Board of Trustees will review the performance of the Employee, subject to a process and format for the evaluation agreeable to the Board of Trustees and the Employee. The evaluation process will include the opportunity for the members of the Board of Trustees to prepare a written evaluation, meet and discuss the evaluation with the Employee, and present a written summary of the evaluation results for the Employee. The evaluation process may also include the opportunity for the Employee to provide a written self-evaluation to be delivered to the Board of Trustees. At the discretion of the Board of Trustees, the performance review may also include evaluations from members of the Village Staff. The Board of Trustees and the Employee agree to establish annually a schedule of goals and indicators for the Employee, which schedule may be used as a basis of measurement of the Employee's performance at the annual evaluation.

## **Section 7. General Business Expenses; Electronic Equipment**

**7.1. Professional Associations.** The Village will budget and pay for professional dues and subscriptions of the Employee reasonably necessary for participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village, including the International City/County Management Association ("ICMA"), and the Illinois City/County Management Association ("ILCMA"), and such other professional dues and subscriptions as the Board of Trustees may deem reasonably necessary for

participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the Village.

**7.2. Professional, Official Travel.** The Village will budget and pay for travel and subsistence expenses reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the Village, including without limitation annual attendance by the Employee at one (1) ILCMA or other in-state conferences and one (1) ICMA or other national conference. The Employee will timely submit all receipts and other supporting documentation requested by the Village in accordance with Village practices and procedures. Travel to any conferences not within the contiguous United States is prohibited except upon prior approval of the Board of Trustees.

**7.3. General Expenses.** The Village will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of Employee's position.

**7.4. Communications Equipment.** The Village will provide the Employee with a laptop computer and a mobile smart phone for the Employee's use in the performance of the Employee's duties.

## **Section 8. Automobile**

**8.1. Car Allowance.** The Village will provide the Employee with a vehicle allowance in the amount of \$200.00 per month to be used to purchase or lease a vehicle or for the use of the Employee's existing vehicle. The Employee is responsible for paying for liability, property damage, and comprehensive insurance coverage for such vehicle, and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of such vehicle. The Employee agrees that the Employee's vehicle will be maintained in a manner which reflects a suitable appearance, working condition and professional image for the Village.

## **Section 9. Residence**

**9.1. Relocation.** Within a reasonable period of time after the effective date of this Agreement, but in no event later than September 21, 2022, the Employee will establish the Employee's place of permanent residence within the corporate limits of the Village (the "Oak Park Residence"). The Employee will thereafter reside within such area during the Employee's term of employment as Village Manager. If due to real estate market conditions, the Employee is unable to establish residency within this time frame, the Employee may seek approval of the Board of Trustees of an extension, which approval shall not be unreasonably denied, but may be subject to terms and conditions determined appropriate by the Board of Trustees.

**9.2. Relocation Assistance.** In an effort to accommodate the Employee to relocate the Employee's residence, the Village agrees to provide relocation assistance to the Employee as

follows:

**9.2.1. Moving Expenses.** Upon timely submittal by the Employee of receipts and other supporting documentation reasonably requested by the Village, the Village will reimburse the Employee in an amount up to, and not to exceed, \$10,000.00 for reasonable and necessary moving-related expenses actually incurred by the Employee in establishing the Oak Park Residence. The Employee shall provide the Village with applicable receipts for such reimbursement and the Village shall reimburse the Employee within fourteen (14) days of the submission of such receipts.

**9.2.2. Loan for Residence.** The Village will upon the written request of the Employee, loan the Employee the amount of \$100,000 (the "Loan"), in accordance with the following terms:

**9.2.2.1. Limited Purpose and Availability of the Loan.** The Village will provide the Employee with a Loan only upon purchase by the Employee, which for purposes of this section only shall include Employee's spouse, of fee simple title to an Oak Park Residence, in the amount of \$100,000.00. The Village will not provide the Loan to the Employee, and the Employee will not be entitled to the Loan from the Village, in the event that the Employee rents or otherwise resides in an Oak Park Residence without being the owner of fee simple title in the Oak Park Residence.

**9.2.2.2. The Promissory Note.** The Loan shall be evidenced by a 10-year term promissory installment note (the "Promissory Note") and secured by a mortgage on the Oak Park Residence (the "Mortgage"). The terms and conditions of the Promissory Note and Mortgage shall be reasonably satisfactory to the Employee and the Village Attorney. The Village's Mortgage will be subordinate to any primary financing secured by the Employee, and the Village will at the request of the Employee, execute a subordination agreement if and when required during the Term of this Agreement. Payments on said Promissory Note shall be made by automatic deduction from the Employee's bi-weekly payroll payments in the amount of \$384.62 per payroll period.

**9.2.2.3. No Interest Due.** No interest shall be due or payable on the Promissory Note.

**9.2.2.4. Repayment in the Event of Voluntary Departure.** If for any reason the Employee voluntarily terminates his employment with the Village, the Employee must repay the entire principal amount of the Promissory Note on the date that is the earlier to occur of: (a) six months after the date on which the Employee voluntarily terminates the Employee's employment with the Village; or (b) the closing of the sale of fee simple title to the Oak Park Residence.

**9.2.2.5. Repayment in the Event of an Involuntary Departure.** If the Village terminates the Employee's employment with the Village, the Employee shall repay the

remaining amount owed to the Village under the Promissory Note on the date that is the earlier to occur of: (a) six months after the date on which the Employee's employment with the Village terminated; or (b) the closing of the sale of fee simple title to the Oak Park Residence.

**9.2.2.6. Repayment in the Event of the Death of the Employee.** In the event of the death of the Employee, the Employee's estate shall repay the remaining amount owed to the Village under the Promissory Note on the date that is the earlier to occur of: (a) six months after the date of the Employee's death; or (b) the closing of the sale of fee simple title to the Oak Park Residence.

## **Section 10. Confidential Information**

**10.1. Confidential Information.** The Employee acknowledges that the Employee will have access to confidential information ("Confidential Information") of, about, and belonging to, the Village. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee's term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the Village in a fiduciary capacity without the prior express written authorization of the Village, but instead the Employee will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

## **Section 11. Termination At Will or For Cause**

**11.1. Employment at Will; Termination With or Without Cause.** As provided in Section 2 of this Agreement, the Employee is employed at the will of the Board of Trustees and thus may be terminated by the Board of Trustees at any time without cause. The Employee also may be terminated for just cause.

**11.2. Termination Without Cause.** The Board of Trustees may determine at any time, without cause, that the Employee will no longer serve as the Village Manager. In the event of termination without cause, the Employee will be entitled to severance pay and benefits as provided in Section 12 of this Agreement.

**11.3. Termination for Just Cause.** The Board of Trustees may terminate Employee's employment with the Village for cause. For purposes of this Agreement, "Cause" shall mean: (a) the gross neglect of Employee's performance of his duties, willful malfeasance or willful misconduct by Employee in connection with his employment; (b) the second willful breach of any written policy or ordinance applicable to all employees adopted by the Village for which Employee has already received a prior written warning from the Board; (c) intoxication or use or possession of un-prescribed drugs during business hours or while engaged in Village business, but this shall not apply to social drinking at events where alcohol is served; (d) being found guilty

of any felony, or being found guilty of any misdemeanor involving dishonesty, a drug-related offense, moral turpitude, official misconduct, or for conviction of any crime damaging the public reputation of the Village; (e) being convicted of driving under the influence while operating a Village-owned vehicle in violation of 625 ILCS 5/11-500 *et seq.*; (f) theft, misappropriation, or willful, unauthorized destruction of Village property; (g) solicitation of gifts, bribes or other valuable things for personal gain or other corrupt practices during business hours or related to Village business; (h) a final order of a finding of liability after all appeals in violation of Title VII, United States Code or the state law equivalent or a final order of a finding of guilty after all appeals in an employment related case brought under section 1983 of the United States Code; (i) engaging in political activity which is prohibited under the Village's Personnel Manual; or (j) Employee's direct ownership in any business interest that is subject to regulatory oversight by the Village.

**11.4. Board of Trustees Discretion.** In the event the Board of Trustees determines that cause exists for termination as set forth in this Section, the Board of Trustees may in its sole discretion suspend the Employee with or without pay for a time period in its discretion.

**11.5. Disability.** If the Employee becomes disabled or is otherwise unable to perform his duties with reasonable accommodation because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks or for 20-work days over a 30-work day period, following exhaustion of any accrued sick leave, the Village has the option to terminate this Agreement unless otherwise prohibited by applicable law, subject to the termination and severance requirements contained herein.

**11.6. Post-Termination Cooperation.** If the Employee's employment with the Village is terminated for any reason or the Employee resigns, the Employee shall, if requested by the Village, for a period of five (5) years after the termination or resignation, cooperate with and assist the Village in any investigations, proceedings, or actions arising out of, relating to or in connection with the Employee's employment by the Village or relating to any matter in the Employee was or is involved while an employee of the Village or performing services for the Village or of which the Employee has knowledge, subject to reasonable reimbursement for travel and other related expenses that are documents in according with Village policy and which are approved by the Village in writing in advance.

## **Section 12. Severance**

**12.1. Severance Period; Payment of Salary.** If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village will pay the Employee severance in an amount equal to 20 weeks base salary at the Employee's then-current rate of pay. The severance will be paid in 5 equal installments or in one lump sum, whichever is requested by the Employee.

**12.2. Payment for Value of Accrued Vacation.** If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement, then the Village also will

pay the Employee for the value of accrued vacation days for which the Employee currently is entitled to compensation as of the date of termination.

**12.3. Benefits During Severance Period.** If the Employee is terminated without a determination of just cause pursuant to Section 11 of this Agreement and the Employee has not secured full-time employment in an administrative position generally equivalent to the position of Village Manager, then the Village will pay the cost to continue the Employee's health and life insurance benefits under this Agreement during the 20-week severance period.

**12.4. No Severance if Employee Voluntarily Resigns.** If the Employee voluntarily resigns, then the Village is not obligated to pay severance under this Section 12.

### **Section 13. Resignation**

**13.1. Resignation Notice.** If the Employee intends to voluntarily resign the Employee's position with the Village, then the Employee will provide the Village a minimum of 60 days' notice, unless the Employee and the Village agree otherwise.

### **Section 14. Property of the Village**

**14.1. Property of the Village; Return of Property.** All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the Village are and will at all times remain the property of the Village. Upon termination of the Employee's employment with the Village, regardless of cause therefor, the Employee shall promptly surrender to the Village all property provided to the Employee by the Village for use in relation to the Employee's employment, including, without limitation, the equipment described in Section 7.D of this Agreement.

### **Section 15. Indemnification**

**15.1. Indemnification.** The Village will defend, hold harmless, and indemnify the Employee as required by law. The Village shall indemnify and defend the Employee in the same manner as other management employees of the Village. This obligation shall survive the termination of Employee's employment with the Village.

### **Section 16. Bonding**

**16.1. Bonding.** The Village will pay the full cost of the bond required of the Employee under Section 2-1-3 of the Village Code and any other applicable law. The Employee must meet all bonding requirements and standards applicable to the position as required by the Village Code and applicable law.

**Section 17. Notices**

**17.1. Notices.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by U.S. mail, or by personal service to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village President  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302

If to the Employee:

Kevin J. Jackson  
123 Madison Street  
Oak Park, Illinois 60302

**17.2. Timing of Notice.** Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

**Section 18. General Provisions**

**18.1. Entire Agreement.** This Agreement constitutes the entire agreement between the Village and the Employee and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the Village and the Employee with respect to this Agreement.

**18.2. Amendments.** No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

**18.3. Binding Effect.** The terms of this Agreement bind and inure to the benefit of the Parties and their agents, successors, and assigns.

**18.4. Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Village will have the right, in its sole and absolute discretion, to determine if (i) the remainder of the provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired, or invalidated, or (ii) the entire Agreement shall be invalid, void, and unenforceable.

**18.5 Non-Waiver.** No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**18.6. COBRA.** Nothing in this agreement shall be deemed a waiver of Employee's rights under applicable COBRA regulations, as may be amended from time to time.

**18.7. Assignment.** Neither party may assign their rights or obligations under this Agreement without the prior written consent of the other party.

**18.8. Village Approvals.** Any action, consent, or approval needed to be taken or given under this Agreement by the Village may only be performed by the Board of Trustees or its designee, to the extent provided for by law.

**18.9 Governing Law and Venue.** This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18.10. Acknowledgements.** The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by counsel of their choosing.

**18.11. Interpretation.** This Agreement will be construed without regard to the identity of the party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**18.12. Integration.** This Agreement sets forth and establishes the entire understanding between the Village and Employee relating to the employment of Employee by the Village. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

**18.13. Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

**18.14. Headings and Titles.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**18.15. Time of Essence.** Time is of the essence in the performance of this Agreement.

**18.16. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement will be cumulative and will not be exclusive of any other rights, remedies, and benefits allowed by law.

**18.17. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

**18.18. Calendar Days; Calculation of Time Periods.** Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

**18.19. Counterparts; Facsimile or PDF Signatures.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**18.20. Effective Date.** As used in this Agreement, the effective date of this Agreement shall be the last date of its execution by one of the parties as set forth below.

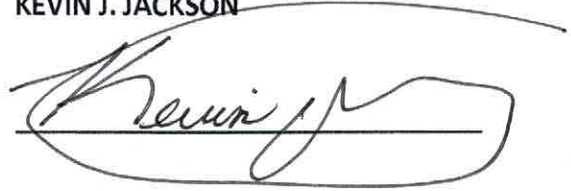
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

KEVIN J. JACKSON

\_\_\_\_\_  
By: Vicki Scaman  
Its: Village President

A handwritten signature in black ink, appearing to read "Kevin J. Jackson", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval shape.

Date: \_\_\_\_\_, 2022

Date: February 11, 2022

ATTEST

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

Date: \_\_\_\_\_, 2022